



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-018935-26

In the matter of: Upper, 227 WESTCOTT ST
PETERBOROUGH ON K9J2G7

Between: David Griffin Landlord

And

Ludyka Crystal Tenant

David Griffin (the 'Landlord') applied for an order to terminate the tenancy and evict Ludyka Crystal (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 11, 2026.

The Landlord's Agent Deborah Mackie and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on April 30, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,100.00. It was due on the first day of each month.
5. The Tenant has paid \$4,200.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026, are zero.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,100.00 from the Tenant and this deposit was applied to the month of April 2026.
9. The Landlord owes interest on the rent deposit in the amount of \$69.91.

10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Tenant requested that the Board not order the application be paid to the Landlord. They submitted that they are a student, where the only source of income is OSAP. They also have disabilities. They have 2 children with disabilities. They stated that there was a problem with OSAP and once it was resolved they immediately repaid the Landlord the arrears. They indicated that they recognized that they could not afford the rent, and made the difficult decision to relocate, to reduce their rent changes. They indicate that because their children are autistic it was emotional distressing for them to move away. They also indicated that they had maintenance and safety concerns with the rental unit that had not been addressed by the Landlord.
12. The Landlord made no submissions, beyond confirming they were seeking the application fee.
13. I have reviewed the Board's Interpretation Guideline 3, entitled Costs, although it is not binding on me. The general approach of the Board has been to order the application fee to a successful party. That is a discretionary power.
14. I accept that the Tenant recognized that they could not afford the rent with this Landlord and had encountered an unforeseen issue with OSAP that negatively and temporarily affected their ability to pay their rent in full and on time.
15. I accept that the Tenant acted in a responsible manner, gave the Landlord notice of their intention to vacate after receiving the N4 Notice, although that was not required. The Tenant could have also vacated sooner if they chose. They provided reasonable notice and vacated without issue.
16. The Tenant did repay the Landlord all of the arrears owing.
17. In my view, if the Tenant had given notice to vacate, the Landlord could have delayed filing the application, may have signed an N11 agreement to terminate the tenancy. They could have delayed filing until after the Tenant had vacated and submitted an L10 application if the Tenant had not repaid the arrears by then. This would have avoided an application fee being paid in the first place. In my view there would have been no prejudice to delaying filing the application.
18. I note that the Tenant did not raise their maintenance and safety issues in accordance with Section 82 of the Act and does not appear to have submitted their own Tenant applications, seeking compensation for those issues.
19. Therefore, in all of the circumstances, I am exercising my discretion to not order the Tenant to pay the Landlord's application fee.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of April 30, 2026, the date the Tenant moved out of the rental unit.
2. The Landlord shall pay to the Tenant \$69.91 for the interest owing on the rent deposit.
3. If the Landlord does not pay the Tenant the full amount owing on or before May 31, 2026, the Landlord will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

May 20, 2026

Date Issued

Robert Patchett

Vice Chair, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.